

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

THRIVENT FINANCIAL FOR
LUTHERANS,

Plaintiff,

v.

Case No. 09-cv-483-JPG

RICHARD LIEFER, *as Trustee of the Hulda
Alice Yud Family Trust dated July 27, 1993
and as the Personal Representative of the
Estate of Hulda A. Yud*, HULDA ALICE
YUD REVOCABLE INTER VIVOS
TRUST, *a Living Trust Agreement dated
July 27, 1993*, and HULDA A. YUD
FAMILY TRUST, *a Living Trust Agreement
dated February 19, 1995*,

Defendants.

CONSENT JUDGMENT

This matter having come before the Court on a Motion for Default Judgment (Doc. 33) and a Motion for Entry of Consent Judgment (Doc. 30), and the Court having rendered its decisions, **THE COURT HEREBY FINDS AS FOLLOWS:**

Plaintiff Thrivent Financial for Lutherans, Defendant Richard Liefer, as Trustee of the Hulda Alice Yud Family Trust Dated July 27, 1993, and Defendant Richard Liefer, as the Personal Representative of the Estate of Hulda A. Yud, consent to and request the entry of this judgment.

THE 2007 CONTRACT

1. Thrivent received an application for settlement agreement (the “**2007 Application**”) from Yud. The 2007 Application designates as primary beneficiary “The Hulda Alice Yud Rev. Intervivus (sic) Trust – Living Trust Agreement, living trust agreement, trust id

number 323092052, dated 07/27/1993 and any amendments thereto.” Thereafter, on April 12, 2007, Thrivent issued a Settlement Agreement, Contract No. 09174499, which incorporated the 2007 Application, (the “**2007 Contract**”) to Hulda A. Yud (“**Yud**”).

2. The named primary beneficiary under the 2007 Contract is the Hulda Alice Yud Revocable Intervivos Trust – Living Trust Agreement Dated July 27, 1993 (“**Trust 1**”).

3. The secondary beneficiary under the 2007 Contract is the Estate of Hulda Yud. On November 30, 2009, Richard Liefer was appointed executor and personal representative of the Estate of Hulda Yud.

4. Under the terms of the 2007 Contract, Thrivent was obligated to make certain payments to Yud during her life and to the beneficiary(s) designated under the 2007 Contract after her death.

5. On March 5, 2009 Yud died.

6. The only trust settled by Yud is a trust entitled Hulda Alice Yud Family Trust dated 07/27/1993 (“**Trust 3**”) and Trust 1 does not exist as a separate trust agreement.

7. Yud mistakenly and incorrectly denominated the primary beneficiary of the 2007 Contract as “The Hulda Alice Yud Rev. Intervivos (sic) Trust – Living Trust Agreement, living trust agreement, trust id number 323092052, dated 07/27/1993,” rather than the “Hulda Alice Yud Family Trust dated 07/27/1993.”

The 2008 Contract

8. Thrivent received a single premium immediate annuity application (the “**2008 Application**”) from Yud. The 2008 Application designates as primary beneficiary the “Hulda A Yud Family Trust, living trust agreement, trust id number 323092052, dated 02/19/1995 and any amendments thereto.” Thereafter, on April 8, 2008, Thrivent issued a Single Premium

Immediate Annuity, Contract No. 09193333, which incorporates the 2008 Application, (the “**2008 Contract**”) to Yud.

9. The named primary beneficiary under the 2008 Contract is Hulda A. Yud Family Trust, Living Trust Agreement Dated February 19, 1995 (“**Trust 2**”).

10. The secondary beneficiary under the 2008 Contract is the Estate of Hulda Yud. On November 30, 2009, Richard Liefer was appointed executor and personal representative of the Estate of Hulda Yud.

11. Under the terms of the 2008 Contract, Thrivent was obligated to make certain payments to Yud during her life and to the beneficiary(s) designated under the 2008 Contract after Yud’s death.

12. On March 5, 2009 Yud died.

13. The only trust settled by Yud is Trust 3 and Trust 2 does not exist as a separate trust agreement.

14. Yud mistakenly and incorrectly denominated the primary beneficiary of the 2008 Contract as “Hulda A Yud Family Trust, living trust agreement, trust id number 323092052, dated 02/19/1995,” rather than the “Hulda Alice Yud Family Trust dated July 27, 1993.”

It is therefore **ORDERED, ADJUDGED, AND DECREED** that the relief requested in Thrivent Financial for Lutheran’s Complaint for Reformation is hereby **GRANTED** as follows:

The 2007 Contract is hereby **REFORMED** to reflect the true intent of Yud in designating the primary beneficiary of the 2007 Contract such that the primary beneficiary of the 2007 Contract is **REFORMED** to “the Hulda Alice Yud Family Trust dated 07/27/1993 and any amendments thereto.” Such reformation replaces the mistaken denomination of “The Hulda Alice Yud Rev. Intervivus (sic) Trust – Living Trust Agreement, living trust agreement, trust id

number 323092052, dated 07/27/1993 and any amendments thereto” originally contained in the 2007 Contract.

The 2008 Contract is hereby **REFORMED** to reflect the true intent of Yud in designating the primary beneficiary of the 2008 Contract such that the primary beneficiary of the 2008 Contract is **REFORMED** to “the Hulda Alice Yud Family Trust dated 07/27/1993 and any amendments thereto.” Such reformation replaces the mistaken denomination of “Hulda A Yud Family Trust, living trust agreement, trust id number 323092052, dated 02/19/1995 and any amendments thereto” originally contained in the 2008 Contract.

Defendants Richard Liefer, as Trustee of the Hulda Alice Yud Family Trust Dated July 27, 1993 and Richard Liefer, as the Personal Representative of the Estate of Hulda A. Yud acknowledge and agree that Plaintiff Thrivent Financial Bank for Lutherans, may file and record this Consent Judgment and Final Order immediately. Defendants Richard Liefer, as Trustee of the Hulda Alice Yud Family Trust Dated July 27, 1993, and Richard Liefer, as the Personal Representative of the Estate of Hulda A. Yud waive any legal, factual, or jurisdictional challenge to the entry of this Consent Judgment and Final Order and waive any right to appeal from the entry of this Consent Judgment and Final Order.

DATED: February 12, 2010

NANCY ROSENSTENGEL, CLERK

By:s/Deborah Agans, Deputy Clerk

APPROVED: s/ J. Phil Gilbert
J. PHIL GILBERT
DISTRICT JUDGE